

BID OPENING

CITY OF SAN JOSE

OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk

JUN -2 P 2: 54

City Clerk

Time Stamp

TOTAL BASE BID 6,479,320.

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Tuesday, June 02, 2009

Project Manager: Edward Lao – 501-0139

TAXIWAY W EXTENSION – PHASE I

BIDDER NAME: De Silva Gates

☒ Bond ☐ Cashier's Check _____

☒ Addendums Included () ☒

YES _____ NO _____

☒ NonCollusion Affidavit

YES _____ NO _____

PROPOSAL TO CITY OF SAN JOSE

FOR

Norman Y. Mineta San Jose International Airport
Taxiway W Extension – Phase 1

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on April 27, 2009, entitled Norman Y. Mineta San Jose International Airport Taxiway W Extension – Phase 1 and the Specifications approved by the Director of Public Works on April 27, 2009, entitled Norman Y. Mineta San Jose International Airport Taxiway W Extension – Phase 1 on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the signed contract submitted by the bidder with this proposal, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.
4. A signed contract.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Contract, the Bidder's Bond or any Addenda, no other signatures will be required.

NONCOLLUSION AFFIDAVITProject Title: NORMAN Y. MINETA S.J.I.A. - TAXIWAY W EXTENSION - PHASE 1MICHAEL A. KLOOS

(print name)

, being first duly sworn, deposes and says that he/she is

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on JUNE 2, 2009DESILVA GATES CONSTRUCTION L.P.

Legal Company Name

LIMITED PARTNERSHIP

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 066782109 (RENEWAL HAS BEEN
Expiration Date: SUBMITTED, WE'RE WAITING FOR CITY
State Contractor Lic. No.: 704915 TO SEND RENEWAL)

Classification: A, C12 & C31Expiration Date: 3/31/2011Federal I. D. No.: 68-0344477

Address: 11555 DUBLIN BOULEVARD
DUBLIN, CA 94568

By: Michael A Kloos
Title: MICHAEL A. KLOOS, VICE PRESIDENT

Telephone: (925) 829-9220

NOTARY

On 6/2/09 before me, JACQUELINE DAVOS, NOTARY PUBLIC, personally appeared

(name and title of officer)

MICHAEL A. KLOOS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

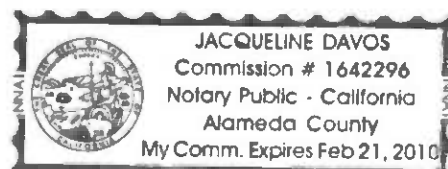
WITNESS my hand and official seal.

Signature

Notary Public

Norman Y. Mineta San Jose International Airport

(Seal)



Issued for Bid

Taxiway W Extension-Phase I

Proposal-3

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DeSilva Gates Construction, L.P., as PRINCIPAL,
and Travelers Casualty and Surety Company of America, a corporation duly organized under
the laws of the State of CT and duly licensed to become sole surety on
bonds required or authorized by the State of California, as SURETY, are held and firmly bound
unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT
(10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by
said Principal to the City of San Jose, for the work described below; for the payment of which
sum in lawful money of the United States, well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In
no case shall the liability of the Surety hereunder exceed the sum of Ten percent of proposal price
DOLLARS (\$ 10% of P.P.).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San
Jose, for certain construction specifically described as follows, for which bids are to be opened in
the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San
Jose, CA 95113 on June 2, 2009 for Norman Y. Mineta San Jose International Airport
Taxiway W Extension - Phase 1.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the
time and manner required under the specifications, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed forms, in accordance with
the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the
required insurance policies with the City, all as required by the specifications and the contract or
by law, then the obligation shall be null and void; otherwise it shall be and remain in full force
and effect.

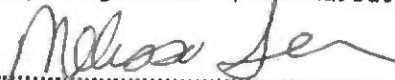
The Surety, for value received, hereby stipulates and agrees that the obligation of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered,
the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable
attorney's fee to be fixed by the court.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York }
COUNTY OF Nassau } ss

On this June 2, 2009, before me personally came Susan Lupski
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
Nassau County, State of New York, that he/she is the Attorney-in-Fact of the
Travelers Casualty and Surety Company of America the corporation described in which executed the
above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed
his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of
Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New
York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of
qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New
York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate
has not been revoked.



Notary Public

NY acknowledgement

MELISSA SARACINO
Notary Public, State of New York
No. 01SA6155895
Qualified in Nassau County
Commission Expires November 20, 2010

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 2nd
day of June, 2009.

PRINCIPAL

DeSilva Gates Construction, L.P.
11555 Dublin Boulevard
Dublin, CA 94568

Legal Company Name

Limited Partnership
Indicate Type of Entity

By

Michael A Kloos

Title: MICHAEL A. KLOOS,
VICE PRESIDENT

By

Title:

SURETY

Travelers Casualty and Surety Company of America
Travelers Bond & Financial Products, Construction Services
One Tower Square, Hartford, CT 06183

Legal Company Name

By

Susan Lyski

Title: Susan Lyski
Attorney-In-Fact

By

[Signature]

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On 6/2/09 before me, JACQUELINE DAVOS, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared MICHAEL A. KLOOS

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jacqueline DAVOS
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BIDDER'S BOND - CITY OF SAN JOSE-NORMAN Y. MINETA SJIA T/W W EXT.

Document Date: 6/2/09 Number of Pages: 7 INCL. NOTARIALS

Signer(s) Other Than Named Above: SUSAN LUPSKI

Capacity(ies) Claimed by Signer(s)

Signer's Name: MICHAEL A. KLOOS

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: VICE PRESIDENT

Signer Is Representing: DESILVA GATES CONSTRUCTION L.P.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220626

Certificate No. 002968023

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, and George O. Brewster

of the City of Garden City, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of November, 2008

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

George W. Thompson, Senior Vice President

On this the 17th day of November, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 2009.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2008

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 146,779,723	UNEARNED PREMIUMS	\$ 846,309,219
BONDS	3,452,929,381	LOSSES	822,955,804
STOCK	7,586,826	LOSS ADJUSTMENT EXPENSES	276,222,162
INVESTMENT INCOME DUE AND ACCRUED	48,660,631	COMMISSIONS	52,167,066
PREMIUM BALANCES	303,562,195	TAXES, LICENSES AND FEES	43,371,400
NET DEFERRED TAX ASSET	40,073,233	OTHER EXPENSES	29,247,064
REINSURANCE RECOVERABLE	12,426,353	FUNDS HELD UNDER REINSURANCE TREATIES	105,982,816
OTHER ASSETS	86,225,430	CURRENT FEDERAL AND FOREIGN INCOME TAXES	104,163,980
		REMITTANCES AND ITEMS NOT ALLOCATED	57,573,235
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,564,808
		RETROACTIVE REINSURANCE RESERVE	11,097,864
		POLICYHOLDER DIVIDENDS	9,605,141
		PROVISION FOR REINSURANCE	5,452,296
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(45,467,530)
		OTHER ACCRUED EXPENSES AND LIABILITIES	11,021,928
		TOTAL LIABILITIES	\$ 2,361,267,253
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	1,425,678,916
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,734,976,318
TOTAL ASSETS	\$ 4,096,243,572	TOTAL LIABILITIES & SURPLUS	\$ 4,096,243,572

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)SS:
CITY OF HARTFORD)

ERIC B. BRUDER, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2008.

[Signature]

CHIEF FINANCIAL OFFICER - BOND & FINANCIAL PRODUCTS

[Signature: Marie C. Tetreault]
NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17th DAY OF APRIL, 2009



MARIE C. TETREAUULT
Notary Public
My Commission Expires June 30, 2011

TAXIWAY W EXTENSION - PHASE 1

DESILVA GATES CONSTRUCTION, LP

BIDDERS NAME

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
1	SP-9-04	Record Documents (Allowance)	L.S.	1	\$ 25,000	\$ 25,000
2	SP-14.1	Minor Design Revisions for Utility Conflicts (Revocable)	L.S.	1	\$ 40,000	\$ 40,000
3	SP-20-5.1	Storm Water Pollution Prevention Plan	L.S.	1	\$ 10,000	\$ 10,000
4	SP-21-04	Potholing and Locating Existing Utilities	Each	20	\$ 150	\$ 3,000
5	P-100-2.1	Contractor Quality Control Testing	L.S.	1	\$ 75,000	\$ 75,000
6	P-101-5.1	Mobilization/Demobilization (10% Max)	L.S.	1	\$ 647,000	\$ 647,000
7	P-101-5.2	Contractor Supplied Engineer's Equipment (Revocable)	L.S.	1	\$ 20,000	\$ 20,000
8	P-102-3.1	Airport Safety and Security	L.S.	1	\$ 75,000	\$ 75,000
9	P-104-5.1	Asphalt Concrete Pavement Removal	C.Y.	2950	\$ 20	\$ 59,000
10	P-104-5.2	Portland Cement Concrete Pavement Removal	C.Y.	500	\$ 40	\$ 20,000
11	P-104-5.3	Remove 12 inch RCP Storm Drain Pipe	L.F.	175	\$ 40	\$ 7,000

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME DESILVA GATES CONSTRUCTION, LP

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
12	P-104-5.4	Remove 18 inch RCP Storm Drain Pipe	L.F.	452	\$ 50.-	\$ 22,600.-
13	P-104-5.5	Remove 27 inch RCP Storm Drain Pipe	L.F.	45	\$ 60.-	\$ 2,700.-
14	P-104-5.6	Remove Storm Drain Catch Basin	Each	4	\$ 2,000.-	\$ 8,000.-
15	P-104-5.7	Saw Cut Pavement	L.F.	1550	\$ 7.-	\$ 10,850.-
16	P-151-4.1	Clearing and Grubbing	Acre	13.20	\$ 10,000.-	\$ 1,320,000.-
17	P-152-4.1	Unclassified Excavation/Embankment	C.Y.	38000	\$ 10.-	\$ 3,800,000.-
18	P-152-4.2	Unsuitable Excavation (Revocable)	C.Y.	1000	\$ 10.-	\$ 10,000.-
19	P-152-4.3	Stabilizing Fill (Revocable)	C.Y.	1000	\$ 15.-	\$ 15,000.-
20	P-152-4.4	Geotextile Fabric	S.Y.	1200	\$ 1.-	\$ 1,200.-
21	P-154-5.1	Subbase Course	C.Y.	2200	\$ 20.-	\$ 44,000.-
22	P-155-8.1	Lime Treat Subgrade – 12 inches thick	S.Y.	15000	\$ 1.-	\$ 15,000.-
23	P-155-8.2	Lime Treat Subgrade – 18 inches thick	S.Y.	27100	\$ 120.-	\$ 3,252,000.-
24	P-155-8.3	Lime	Ton	1850	\$ 150.-	\$ 277,500.-

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME DESILVA GATES CONSTRUCTION, LP

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
25	P-157-5.1	Vertical Moisture Barrier	L.F.	3500	\$ 35 ⁰⁰ –	\$ 122500 ⁰⁰ –
26	P-202-4.1	Crushed Aggregate Base(Cal Trans CL2)	C.Y.	1750	\$ 40 ⁰⁰ –	\$ 70000 ⁰⁰ –
27	P-209-5.1	P-209 Crushed Aggregate Base	C.Y.	7650	\$ 45 ⁰⁰ –	\$ 344250 ⁰⁰ –
28	P-401-8.1	Bituminous Concrete Pavement (FAA) (Surface)	Ton	1850	\$ 90 ⁰⁰ –	\$ 166500 ⁰⁰ –
29	P-403-8.1	Bituminous Concrete Pavement (Base)	Ton	5500	\$ 90 ⁰⁰ –	\$ 495000 ⁰⁰ –
30	P-404-6.1	Bituminous Pavement (Non FAA)	Ton	2200	\$ 85 ⁰⁰ –	\$ 187000 ⁰⁰ –
31	P-501-8.1	Portland Cement Concrete Pavement – 17 inches	S.Y.	22200	\$ 90 ⁰⁰ –	\$ 1998000 ⁰⁰ –
32	P-501-8.2	Portland Cement Concrete Pavement – 20 inches	S.Y.	1000	\$ 90 ⁰⁰ –	\$ 90000 ⁰⁰ –
33	P-501-8.3	Pavement Grooving	S.Y.	1600	\$ 8 ⁰⁰ –	\$ 12800 ⁰⁰ –
34	P-620-5.1	Permanent Pavement Markings	S.F.	76600	\$ 1 ⁰⁰ –	\$ 76600 ⁰⁰ –
35	D-701-6.1	18 Inch RCPRG, CIV	L.F.	170	\$ 100 ⁰⁰ –	\$ 17000 ⁰⁰ –
36	D-701-6.2	30 Inch RCPRG, CIV	L.F.	1305	\$ 120 ⁰⁰ –	\$ 156600 ⁰⁰ –

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME DESILVA GATES CONSTRUCTION, LP

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
37	D-751-5.1	Catch Basin – No 1	Each	1	\$ 15000 ⁰⁰	\$ 15000 ⁰⁰
38	D-751-5.2	Catch Basin – No 2	Each	1	\$ 15000 ⁰⁰	\$ 15000 ⁰⁰
39	D-751-5.3	Catch Basin – No 3	Each	1	\$ 15000 ⁰⁰	\$ 15000 ⁰⁰
40	D-751-5.4	Catch Basin – No 4	Each	1	\$ 15000 ⁰⁰	\$ 15000 ⁰⁰
41	D-751-5.5	Catch Basin – No 7	Each	1	\$ 15000 ⁰⁰	\$ 15000 ⁰⁰
42	D-751-5.6	Manhole – No 1	Each	1	\$ 15000 ⁰⁰	\$ 15000 ⁰⁰
43	D-751-5.7	Raise Manhole – No 3 to Grade	Each	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
44	T-901-5.1	Hydroseeding	L.S.	1	\$ 10000 ⁰⁰	\$ 10000 ⁰⁰
45	L-100-5.1	Electrical Demolition, salvage, and Reinstallation	L.S.	1	\$ 25000 ⁰⁰	\$ 25000 ⁰⁰
46	L-100-5.2	ALCMS and Lighting Vault Modification	L.S.	1	\$ 10000 ⁰⁰	\$ 10000 ⁰⁰
47	L-100a-1.10	Photometric Testing	L.S.	1	\$ 5000 ⁰⁰	\$ 5000 ⁰⁰
48	L-105-5.1	New L-824, Type C, 1/C #6 AWG, 5kv Cable (Temporary), (Revocable)	LF	1000	\$ 2 ⁰⁰	\$ 2000 ⁰⁰

TAXIWAY W EXTENSION - PHASE 1

BIDDERS NAME DESILVA GATES CONSTRUCTION, LP

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
49	L-105-5.2	Used L-824, Type C, 1/C #6 AWG, 5kv cable(Temporary), (Revocable)	L.F.	1000	\$ 1500	\$ 1500
50	L-105-5.3	Single-way 2" Conduit, (Temporary), (Revocable)	L.F.	1000	\$ 6	\$ 6000
51	L-108-6.1	L-824, Type C, 1/C #6, 5kv Cable	L.F.	21700	\$ 2	\$ 43400
52	L-108-6.2	Bare, 1/C #6, Counterpoise Cable	L.F.	10500	\$ 1	\$ 10500
53	L-110-5.1	Single-Way 2" Conduit, Direct Buried	L.F.	6000	\$ 10	\$ 60000
54	L-110-5.2	Single-Way 2" Conduit, Concrete Encased	L.F.	1000	\$ 10	\$ 10000
55	L-110-5.3	Multi-way 2-2" Conduit, Concrete Encased	L.F.	750	\$ 30	\$ 22500
56	L-110-5.4	Multi-way 4-2" Conduit, Concrete Encased	L.F.	1200	\$ 20	\$ 24000
57	L-110-5.5	Single-way 4" Conduit, Direct Buried	L.F.	2300	\$ 20	\$ 46000
58	L-115-5.1	Handhole, Type I, Furnished and Installed	EA	11	\$ 9000	\$ 99000
59	L-115-5.2	Handhole Extension, Type I, furnished and Installed	EA	10	\$ 3000	\$ 30000
60	L-804-4.1	L-804, Elevated Runway Guard Light with New L-867 Base Can w/ new Isolation Transformer	EA	2	\$ 2700	\$ 5400

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME DESILVA GATES CONSTRUCTION, LP

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
61	L-852-4.1	L-852G, In-Pavement Runway Guard Light with New Isolation Transformer & Controller on L-868 Base Can	EA	12	\$ 3500 ⁻	\$ 42000 ⁻
62	L-852-4.2	Spare L-852G, In-Pavement Runway Guard Light with New Isolation Transformer & Controller on L-868 Base Can	EA	2	\$ 2000 ⁻	\$ 4000 ⁻
63	L-853-4.1	L-853, New Elevated Retroreflective Taxiway Marker	EA	4	\$ 150 ⁻	\$ 600 ⁻
64	L-858-5.1	Purchase New Size 3, 4-foot Guidance sign with New Isolation Transformer	EA	4	\$ 2000 ⁻	\$ 8000 ⁻
65	L-858-5.2	Purchase new Size 3, 6-foot Guidance sign with New Isolation Transformer	EA	3	\$ 3000 ⁻	\$ 9000 ⁻
66	L-858-5.3	Purchase New Size 3, 6-foot Guidance sign (#SVE1-1 and #SWW3-2) (Double Face) with New Isolation Transformer	EA	3	\$ 3200 ⁻	\$ 9600 ⁻
67	L-858-5.4	Purchase New Size 3, 8-foot Guidance sign with New Isolation Transformer	EA	6	\$ 4000 ⁻	\$ 24000 ⁻
68	L-858-5.5	Purchase New Size 3, 8-foot Guidance sign (#SWE1-1)(Double Face) with New Isolation Transformer	EA	1	\$ 4500 ⁻	\$ 4500 ⁻
69	L-858-5.6	Purchase New Size 3, 10-foot Guidance sign (#SWE3-1) (Double Face) with New Isolation Transformer	EA	1	\$ 5500 ⁻	\$ 5500 ⁻
70	L-858-5.7	Installation of Size 3, 4-foot Guidance sign including New Concrete Base	EA	2	\$ 4500 ⁻	\$ 9000 ⁻
71	L-858-5.8	Installation of Size 3, 6-foot Guidance sign including New Concrete Base	EA	3	\$ 4700 ⁻	\$ 14100 ⁻
72	L-858-5.9	Installation of Size 3, 8-foot Guidance sign including New Concrete Base	EA	8	\$ 4800 ⁻	\$ 38400 ⁻

TAXIWAY W EXTENSION - PHASE 1

BIDDERS NAME DESILVA GATES CONSTRUCTION, LP

SCHEDULE OF QUANTITIES

Bid Item Number	Pay Item Number	Description	Unit	Estimated Quantity	Unit Price	Extended Total
73	L-858-5.10	Installation of Size 3, 4-foot Guidance sign (#SWE2-4 and #SWE3-2) on Existing Concrete Base	EA	2	\$ 1100 ⁻	\$ 2200 ⁻
74	L-858-5.11	Installation of Size 3, 10-foot Guidance sign (#SWE3-1) on Existing Concrete Base	EA	1	\$ 1600 ⁻	\$ 1600 ⁻
75	L-858-5.12	Installation of Size 3, 6-foot Guidance sign (#SWW2-4) with New Panels on New Concrete Base	EA	1	\$ 8000 ⁻	\$ 8000 ⁻
76	L-861T-4.1	New L-861T LED Taxiway Edge Light with New Base with New Isolation Transformer	EA	60	\$ 1600 ⁻	\$ 96000 ⁻
77	L-861T-4.2	New L-861E Runway End Light with New Base with New Isolation Transformer	EA	8	\$ 1500 ⁻	\$ 12000 ⁻
78	L-861T-4.3	Spare L-861T LED Taxiway Edge Light with New Isolation Transformer	EA	6	\$ 300 ⁻	\$ 1800 ⁻
79	L-867/868-7.1	New Size "B" L-867 Base Can for Any New Elevated Fixture	EA	11	\$ 1100 ⁻	\$ 12100 ⁻
80	L-867/868-7.2	New Size "B" L-868 Base Can for Any New Elevated Fixture	EA	5	\$ 1500 ⁻	\$ 7500 ⁻

TAXIWAY W EXTENSION – PHASE 1

BIDDERS NAME DESILVA GATES CONSTRUCTION, LP

SCHEDULE OF QUANTITIES

TOTAL: 6479320

BIDDERS (COMPANY) NAME DESILVA GATES CONSTRUCTION L.P.

AUTHORIZED SIGNATURE Michael A. Kloos DATE: 6/2/09

MICHAEL A. KLOOS, VICE PRESIDENT

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor ("Employer") on the Norman Y. Mineta San José International Airport, Taxiway W Extension – Phase 1, City of San José, California (hereinafter "Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement for the City of San José, San José, California (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said agreement.
2. Certifies that it has no commitments or agreements, which would preclude its full and complete compliance with the terms and conditions of said agreement.
3. Agrees to secure from any Contractor (as defined in said Agreement), which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be Bound in form identical to this document.
4. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Labor Agreement.

Dated: 6/2/09

(Print name of Company)
"Employer"

DESILVA GATES CONSTRUCTION L.P.

By: Michael A Kloos
(Title)

MICHAEL A. KLOOS,
VICE PRESIDENT

DESILVA GATES CONSTRUCTION L.P.
(Name of Prime Contractor or
Higher Level Subcontractor)

<u>PROJECT NAME</u>	<u>AGENCY/ENTITY</u>	<u>CONTRACT AMOUNT</u>
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SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"**DESILVA GATES CONSTRUCTION L.P.**
RELATED AIRPORT EXPERIENCE

2007	S.J.I.A. – NORMAN Y MINETA NORTH CONCOURSE City of San Jose, 801 N. First Street, San Jose, CA Attn: Ms. Mara Meydbray	\$ 10,894,000
2002	S.J.I.A. – RUNWAY 12L-30R – CITY OF SAN JOSE 801 N. First Street, San Jose, CA Attn: Mr. Jim Goetz	\$ 14,807,617
1999	S.F.I.A. – RUNWAY 28L-10R – SAN FRANCISCO AIRPORT- CITY & COUNTY OF SAN FRANCISCO AIRPORT COMMISSION	\$ 11,507,775
1994	TAXIWAY "B" – SAN FRANCISCO AIRPORT CITY & COUNTY OF SAN FRANCISCO AIRPORT COMMISSION	\$ 1,198,315
1991	AIR CARGO APRON – PORT OF OAKLAND 530 Water Street, Oakland, CA 94621 Attn: Mr. John Brown	\$ 1,365,194
1991	RUNWAY 30L – CITY OF SAN JOSE 801 N. First Street, San Jose, CA	\$ 775,231
1991	TAXIWAY "C" – SAN FRANCISCO AIRPORT Attn: Mr. Dennis Bouey	\$ 4,514,010
1991	RUNWAY 28R – SAN FRANCISCO AIRPORT Attn: Mr. Dennis Bouey	\$ 11,863,863

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK
TDW Construction Inc.	Livermore, CA	± 40	Minor Concrete
Rosendin Electric Inc.	San Jose, CA	± 4000	Electrical
Griffin Soil	Pleasanton, CA	± 35	Line Treatment (Partial)
Berkeley Cement Inc.	Berkeley, CA	± 200	PCC Paving (Partial)
Chrisp Company	Fremont, CA	± 100	Striping
TDW Construction Inc.	Livermore, CA	± 40	Underground (Partial)

Norman Y. Min

LS-1



Issued for Bid
Taxiway W Extension-Phase 1

SUB LIST

LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NÁME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK



Department of Public Works
AIRPORT CONSTRUCTION DIVISION

May 15, 2009

**ADDENDUM NO. 1
TO THE
PLANS AND SPECIFICATIONS
FOR THE
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
TAXIWAY W EXTENSION PHASE 1 PROJECT**

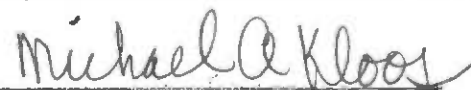
Notice is hereby given that the revisions, additions, and/or deletions attached are hereby made a part of and incorporated into the plans and specifications for the Norman Y. Mineta San Jose International Airport – Taxiway W Extension Phase 1 Project.

Approved by:


Harry Freitas
Deputy Director
Department of Public Works

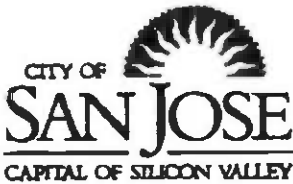
ADDENDUM MUST BE SIGNED AND MUST BE RETURNED WITH THE BID PROPOSAL TO ACKNOWLEDGE RECEIPT. FAILURE TO SIGN AND RETURN THE ADDENDUM WITH THE BID SHALL BE CAUSE FOR REJECTION OF THE BID

DESILVA GATES CONSTRUCTION L.P.


Signature
MICHAEL A. KLOOS, VICE PRESIDENT

6/2/09
Date

ADDENDUM #1 CONTAINS A TOTAL OF 2 PAGES (INCLUDING COVER SHEET)



Department of Public Works
AIRPORT CONSTRUCTION DIVISION

May 21, 2009

**ADDENDUM NO. 2
TO THE
PLANS AND SPECIFICATIONS
FOR THE
NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT
TAXIWAY W EXTENSION PHASE 1 PROJECT**

Notice is hereby given that the revisions, additions, and/or deletions attached are hereby made a part of and incorporated into the plans and specifications for the Norman Y. Mineta San Jose International Airport – Taxiway W Extension Phase 1 Project.

Approved by:

Harry Freitas
Deputy Director
Department of Public Works

ADDENDUM MUST BE SIGNED AND MUST BE RETURNED WITH THE BID PROPOSAL TO ACKNOWLEDGE RECEIPT. FAILURE TO SIGN AND RETURN THE ADDENDUM WITH THE BID SHALL BE CAUSE FOR REJECTION OF THE BID

DESILVA GATES CONSTRUCTION L.P.

Signature

MICHAEL A. KLOOS, VICE PRESIDENT

6/2/09
Date

ADDENDUM #2 CONTAINS A TOTAL OF 5 PAGES (INCLUDING COVER SHEET).